

Return to:  
 Realty Closing Services Inc.  
 6510 Stage Road Ste. #1  
 Bartlett, TN 38134

STATE MS.-DESO TO CO.  
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DEC 6 3 21 PM '02

BK 1617 PG 137  
 W.E. DAVIS CH. CLK.

This Instrument Prepared by: Acct# 4458370393623737

~~And When Recorded Return to XXX~~

First Tennessee Bank National Association, Grantor  
 P.O. Box 17888  
 Memphis, TN 38187-0888

### SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement"), is granted on this 14<sup>th</sup> day of November, 2002, by First Tennessee Bank National Association and its divisions, FIRST HORIZON EQUITY LENDING and FIRST HORIZON MONEY CENTER (collectively, "Grantor") to FIRST HORIZON HOME LOAN CORPORATION (the "Grantee").

#### RECITALS:

- A. Grantor has heretofore extended a mortgage loan to Jerry D. Austin and wife, Sherry B. Austin (the "Borrower") pursuant to a Home Equity Line of Credit Agreement or Installment Loan dated 4/25/01 (the "Equity Loan"); and
- B. The Borrower's obligations under the Equity Loan are secured by a Mortgage from the Borrower to Grantor in the sum of \$35,000.00 dated 4/25/01, recorded 5/31/01 in the Land Records of Desoto County, MS, in Book 1334 at Page 490 (the "Equity Mortgage"), covering real property described below or in Exhibit "A" attached hereto, and having a property street address of:  
  
*Property Street Address 5538 Shasta Lea Drive*  
*City, State Zip Olive Branch, MS 38654*
- C. The Equity Mortgage is subordinate to a prior mortgage in the sum of \$ 189,520.00, dated 8/8/97 from the Borrower to Ft Mortgage Companies, recorded 8/14/97 in the Land Records of Desoto County, MS, in Book 927 at Page 234 (the "Original Mortgage"); and
- D. The Grantee proposes to make a loan in the original principal amount \$ 182,350.00 to the Borrower (the "New Loan"), the proceeds of which will be used to repay in full all of the Borrower's obligations secured by the Original Mortgage, and to obtain a release of the lien created by the Original Mortgage; and
- E. As a condition of making the New Loan, the Grantee has required the Borrower to execute a mortgage on the Property securing repayment of the New Loan (the "New Mortgage"),

which, upon execution and recordation of this Agreement, shall have a first lien position on the Property.

### AGREEMENTS:

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Effective upon the date of recording of a release of the Original Mortgage, Grantor hereby subordinates the lien created by the Equity Mortgage to the lien created by the New Mortgage to the end that the lien of the New Mortgage shall be superior to the lien of the Equity Mortgage.
2. The subordination described in paragraph 1 above shall not apply to any future advance of funds to the Borrower by the Grantee under the New Mortgage, except for advances necessary to protect the security of the New Mortgage.
3. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Equity Mortgage or the New Mortgage.
4. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Equity Mortgage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Equity Mortgage.
5. The Agreement shall be construed in accordance with the laws of the State of Tennessee.

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

WITNESS:



GRANTOR:  
FIRST TENNESSEE BANK  
NATIONAL ASSOCIATION

By:  [SEAL]  
Name:  
Title: Vice President

# ACKNOWLEDGMENT

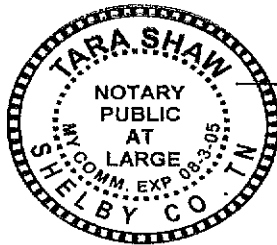
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STATE OF Tennessee )  
COUNTY OF Shelby ) ss:

Before me, TARA SHAW of the state and county mentioned, personally appeared Cindy McNeill, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Vice President of First Tennessee Bank National Association, the within named bargainer, a corporation, and that he/she, as such Vice President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Vice President.

WITNESS my hand and official seal on this 15<sup>th</sup> day of Nov, 2002

My Commission expires:



Tara Shaw  
Notary Public

[INSERT ACKNOWLEDGEMENT FORM REQUIRED BY APPROPRIATE STATE LAW]